

CONTRACT CHECKLIST

Contractor: HR&A Advisors

Department: HRD

Contract No: 6000104 - Livernois

Date: 6/3/16

Contract Terms

- ☐ Prompt Payment Ordinance Language Present?
- ☒ Insurance provisions up-to-date?
- ☐ Compensation matches Budget
- ☐ Compensation matches Budget Exhibit?

Signature Page

- ☒ Signatures of contractor and Department Head?

Contractor Resolution of Authority

- ☒ Completed, signed and dated?
- ☐ Signatory named and Resolution as Individual having authority to sign?

Clearances

- ☒ Human Rights Clearance current?
- ☒ Income Tax Clearance current?
- ☒ Property Tax Clearance current?

- ☒ Hiring Policy Affidavit
- ☒ Political Contribution Statement
- ☒ Slavery Affidavit

Insurance Certificate

- ☒ Compared to insurance certificate Checklist?

Exhibits

- ☒ Scope of Services attached as Exhibit?
- ☒ Budget attached as exhibit?
- ☐ Living Wage Ordinance certification attached as exhibit?

Notes

I need Corp. Reso of Authority



City Council Contract Agenda Items Review Checklist

Reviewer: Wesley Norris

Date Received: 5/26/2016

Date: 3/30/2016

Department: Housing and Revitalization

Division: Operations

Dept Head/Contact Person: Alexa Bush/Cicely King Phone No.: 313-628-0164

Description: **Livernois/McNichols Redevelopment Plan**

Contract No.: **6000104**

PO Type: CPA

Est. Value: \$200,000.00

Contract Term (if applicable): Upon City Council and/or FRC Approval to June 30, 2017.

Funding: 100% City of Detroit

Recommended Supplier: **HR&A Advisors**

Required Date: Immediately

-
1. The business being awarded is a NEW CONTRACT.
 2. Was the product or service competitively bid? ☒ Yes ☐ No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
 If the answer to #2 is "NO" explain why there was no competition:
 3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: _____
 If answer to #3 is "No" explain why a Co-Op was not considered: Non applicable
 4. Were savings achieved?
☐ Yes Amount \$ _____ ☒ No
 5. Does this agreement represent an increase? No
☐ Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)
☒ Change in amount/volume of the good or service to be used.
 6. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No
 If yes please list: Medical Services
 7. Is this good/service used by other departments? ☒ Yes ☐ No
 If "yes" can this Req/PAR be combined other department requirements? ☒ Yes ☐ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No
Is this a service that City employees can be trained to do? ☐ Yes ☒ No

NOTES: Buyer: Wesley Norris

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes

☐

PLACE ON FINANCIAL REVIEW COMMISSION AGENDA

☒

PLACE ON CITY COUNCIL AGENDA

☐

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____

(Department)

DATE: _____

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE: _____

Livernois McNichols Redevelopment Plan



City of Detroit
The Office of Contracting & Procurement
RFP # 16WN261
Service of: Livernois McNichols Redevelopment Plan

Rank value is 1 through 4

Overall Strength of Proposal

Previous Project Experience

Price Proposal

Proposed Timeline

Strength of Detroit Relationships

Total

Final Scoring
12-Apr-16

RFP Ranking			
Detroit City Form	MKSK	Beckett and Raeder	HR&A
10.00	30.00	20.00	40.00
10.00	15.00	5.00	20.00
15.00	11.25	7.50	3.75
3.75	7.50	11.25	15.00
7.50	5.00	2.50	10.00
48.25	68.75	46.25	88.75

Total

46.25

68.75

46.25

88.75

 4/12/16

 4/12/16

 4/12/16

MAY 21 2016



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____

PHONE: _____

FAX: _____

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 1220
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-1741 or 224-4588

For: Individual
and/or Company Name: HR&A Advisors, Inc.

Address: 99 Hudson, 3rd Floor

City: New York

State: New York

Zip Code: 10013

Telephone: 2129775597

Fax #: 2129776202

E-mail Address: jdang@hradvisors.com

B. Name of Chief Financial Officer/Authorized Contact Person
(Include address if different from above)

Jamie Dang

Telephone #: 2129775597

Fax #: 2129776202

Employer Identification or Social Security Number
20-8767681

Spouse Social Security Number
N/A

Nature of Contract: _____

BID CONTRACT AMOUNT (if known):

Labor: \$ _____

Material: \$ _____

Contract # (if known): _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One:

☐ Individual☒ Corporation☐ Partnership☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☒ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☒ No
3. Were you employed in the City of Detroit during the last seven (7) years? ☐ Yes ☒ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☒ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☒ No
6. Will the company have employees working in Detroit? ☐ Yes ☒ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☒ Yes ☐ No

D.

FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes☒ NoSignature: Valerie HagenDate: 5-20-16

Expires: _____

☒ Yes☐ NoSignature: Valerie HagenDate: 6-3-16Expires: 9-3-16☐ Yes☐ No

Signature: _____

Date: _____

Expires: _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

MAY 21 2016



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____

PHONE: _____

FAX: _____

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 1220
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-1741 or 224-4588

For:
Individual _____
and/or
Company Name HR&A Advisors, Inc.

Address 99 Hudson, 3rd Floor

City New York

State New York

Zip Code 10013

Telephone 2129775597

Fax # 2129776202

E-mail Address jdang@hreaadvisors.com

B. Name of Chief Financial Officer/Authorized Contact Person
(Include address if different from above)

Jamie Dang

Telephone # 2129775597

Fax # 2129776202

Employer Identification or Social Security Number
20-8767881

Spouse Social Security Number

N/A

Nature of Contract _____

BID CONTRACT AMOUNT (if known):

Labor: \$ _____ Material: \$ _____

Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT
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7. Will the company use sub-contractors or independent contractors in Detroit? ☒ Yes ☐ No

D.

FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes☒ No

Signature

Valerie Rogers

Date

5-20-16

Expires

☒ Yes☐ No

Signature

Valerie Rogers

Date

6-3-16

Expires

9-3-16

☐ Yes☐ No

Signature

Date

Expires

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov.

4-25-16

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION

2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER

REVENUE COLLECTIONS UNIT (313) 224-4287 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

☒ SECTION A: BUSINESS LICENSE: BUDGET: CITY COUNCIL: DDOT: DPW: FINANCE: FIRE: HEALTH:
HUMAN RIGHTS: LAW: MAYOR: OMBUDSMAN: PLANNING & DEVELOPMENT: POLICE: PURCHASING:
RECREATION: WATER & SEWAGE: OTHER: Housing & Revitalization

ADDRESS OF DEPARTMENT: 7 Woodward Avenue Suite 902 Detroit MI 48226
DATE SENT: 4/30/16 CONTACT PERSON: Kate Colligan
PHONE NUMBER: 313-224-6552 FAX NUMBER: 212-977-6202 EMAIL: KCOLLIGAN@HRAADVISOR.COM
CONTRACT AMOUNT: 200,000

☒ SECTION B: CORPORATION LICENSE TYPE: Class C
CORPORATION NAME: HEBA ADVISOR, Inc.
ADDRESS: 99 Hudson Street Floor 3 CITY/STATE/ZIP: New York, NY 10013 OWN / LEASE
CITY PERSONAL PROPERTY NUMBER: N/A FID / EIN NUMBER: 20-8767601
OTHER CITY-OWNED PROPERTY PARCELS: N/A
CONTACT PERSON: Jamie Dang PHONE NUMBER: 212-977-5597 EMAIL ADDRESS: jdang@hbaadvisor.com

☐ SECTION C: PARTNERSHIP LICENSE TYPE: _____
BUSINESS NAME: _____
BUSINESS ADDRESS: _____ CITY/STATE/ZIP: _____ OWN / LEASE
CITY PERSONAL PROPERTY NUMBER: _____ FID / EIN NUMBER: _____
A. PARTNER'S NAME: _____ PHONE NUMBER: _____
HOME ADDRESS: _____ CITY/STATE/ZIP: _____ OWN / LEASE
DRIVER'S LICENSE #: _____ OTHER CITY-OWNED PROPERTY PARCELS: _____
B. PARTNER'S NAME: _____ PHONE NUMBER: _____
HOME ADDRESS: _____ CITY/STATE/ZIP: _____ OWN / LEASE
DRIVER'S LICENSE #: _____ OTHER CITY-OWNED PROPERTY PARCELS: _____
CONTACT PERSON: _____ PHONE NUMBER: _____ EMAIL ADDRESS: _____

☐ SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE: _____
BUSINESS NAME: _____
BUSINESS ADDRESS: _____ CITY/STATE/ZIP: _____ OWN / LEASE
CITY PERSONAL PROPERTY NUMBER: _____ FID / EIN NUMBER: _____
OWNER'S NAME: _____ DRIVER'S LICENSE #: _____ PHONE NUMBER: _____
HOME ADDRESS: _____ CITY/STATE/ZIP: _____ OWN / LEASE
OTHER CITY-OWNED PROPERTY PARCELS: _____
EMAIL ADDRESS: _____

SECTION E: PERSONAL SERVICES
NAME: _____ ADDRESS: _____ OWN / LEASE
CITY/STATE/ZIP: _____
PHONE NUMBER: _____ DRIVER LICENSE #: _____
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT: _____
SOCIAL SECURITY NUMBER: _____ EMAIL ADDRESS: _____

FOR TREASURY COLLECTION USE ONLY:

APPROVED <u>NO</u>	DENIED <u>4-28-16</u>	DENIED WITH ATTACHMENTS	AUG 31 2016
SIGNATURE	DATE	CLEARANCE VALID UNTIL	

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of HR&A Advisors, Inc., (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No.: (if applicable) #50011

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization HR&A Advisors, Inc.

(Type or Print Legibly)

Contractor Address New York New York 10013

(City)

(State)

(Zip)

Contractor Phone/E-mail 212-977-5597 / jdang@hraadvisors.com

(Phone)

(E-mail)

Printed Name & Title of Authorized Representative Jamie Dang, Chief Administrative Officer

Signature of Authorized Representative: _____

Date: 10/20/2015

Signature of Notary: _____

Printed Name of Seal of Notary: Diana L...My Commission Expires: 07 / 23 / 2016

FOR CONTRACTING DEPARTMENT USE ONLY

Date Rec'd _____ Received By: _____ Title: _____

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doug Jones c/o Artex Risk Solutions, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No. Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Zurich Insurance Company	40142	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Ambrose Employer Group, LLC Labor Contractor, for co-employees of: HR&A Advisors, Inc. 909 Third Ave Fl 10 New York, NY 10022															

COVERAGES**CERTIFICATE NUMBER:** 15NY717668213**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 47-58-033-04	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	07/01/2015	07/01/2016	Client# 1328-NY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
 HR&A Advisors, Inc.
 99 Hudson Street 3rd Floor
 New York, NY 10013

Endorsements: 30 days written cancel notice (10 days for non payment of premium)

CERTIFICATE HOLDER

City of Detroit, Office of Contracting and Procurement
 Coleman A Young Municipal Center
 Detroit, MI 48226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
04/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: 														
INSURED HR & A Advisors, Inc. 99 Hudson Street, 3rd Floor New York NY 10013 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Illinois National Insurance Co</td> <td>23817</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Illinois National Insurance Co	23817	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570905088002** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		10 SBA PB3405	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y		10 SBA PB3405	07/01/2015	07/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Products/Completed O \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	E&O-MPL-Primary			013462912 Prof. Liab-Claims Made SIR applies per policy terms & conditions	06/01/2015	06/01/2016	Professional Liabil \$3,000,000 Retention \$25,000 Prof Liab Agg - All \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Detroit is added as additional insureds in accordance with the policy provision of the General Liability and Automobile Liability policy. In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then the policy shall cover such insured against whom a claim is or may be made in the same manner if separate policies had been issued to each insured hereunder. Waiver of subrogation is issued in favor of the City of Detroit. Certificate holder will be notified within 30 days before cancellation of or expiration of the above described policies.

CERTIFICATE HOLDER
CANCELLATION

City of Detroit Office of Contracting and Procurement Coleman A Young Center Suite 1008 Detroit, MI 48226 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"> </div>
--	---

Holder Identifier :

Certificate No : 570905088002



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED HR & A Advisors, Inc.
POLICY NUMBER See Certificate Number: 570905088002		
CARRIER See Certificate Number: 570905088002	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

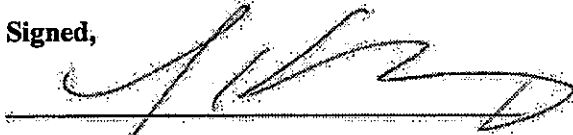
Hiring Policy Compliance Affidavit

I, Jamie Dang, being duly sworn, state that I am the Chief Administrative Officer
of HR&A Advisors, Inc.
Title Name of Bidder Corporation or Other Business Entity

And that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

Signed,



Title: Chief Administrative Officer Date: 10.19.15

STATE OF New York)
)SS.

COUNTY OF New York)

The foregoing Affidavit was acknowledged before me the 19 day of October, 20 15,
 by Jamie Dang

Notary Public, County of Richmond

State of New York

My commission expires: 07/23/2016



* Required fields

First name*

Last name*

Email address*

Phone number*

Resume*

Attach resume

Please attach your resume and cover letter together in a single PDF document.

Who, if anyone, referred you to this position?

Desired salary

Earliest start date?

Location: New York, NY Type: Full Time Min. Experience: Manager/Supervisor

Position Description | We are seeking candidates for Director in our New York City office, which serves clients nationally. Successful candidates will have relevant project management experience in real estate, economic development and related consulting fields, must demonstrate critical analytic thinking skills to serve our clients, possess a passion for intelligent urban development and a deep curiosity about the challenges and opportunities facing cities. Day-to-day tasks will require managing internal and external teams to complete complex real estate and economic assignments including cost-benefit analysis for a range of uses, market feasibility research, fiscal and economic impact studies, public-private partnership strategy, and public policy design. The Director will review and present client deliverables -- including memos, reports and PowerPoint presentations -- and will support the firm's business development efforts. The successful candidate will bring a strong foundation of real estate or economic development expertise and an interest in creative public-private solutions, as well as significant capacity for leadership.

Experience Required | Candidate should have a minimum of five years of work experience in economic development, real estate, public policy and/or consulting in a related field. Candidates could also have a Master's Degree, preferably in real estate, city planning, economic development, and/or business. Considerable additional experience in a closely-related field may also be substituted for a graduate degree. Preference will be given to candidates whose experience includes project management for consulting engagements in a relevant field.

In addition to considerable experience in real estate and economic analysis, the candidate must also possess substantial project management experience, excellent writing and presentation skills, and mentorship capabilities. Candidate should be a highly motivated independent thinker with sufficient experience for direct client interaction. The most successful candidates will show potential for rapid professional growth.

Salary | Competitive, based on qualifications and experience.

Submission | To apply, click on the "Apply Now" button below. When prompted to upload your resume, please submit a cover letter and resume as a single PDF document (maximum of 2 pages). Your file must be named in the following format "LAST NAME.FIRST NAME.DATE." For more information, please contact us at jobs@hraadvisors.com.

Qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, gender, sexual orientation, age, disability, marital status or medical condition.

Equal Employment Opportunity and Anti-Harassment Policy

HR&A Advisors, Inc. and Ambrose Employer Group, LLC (“Ambrose”) are committed to ensuring equal employment opportunity for all employees, including qualified employment applicants. The companies strive to maintain an environment free of discrimination based on race, color, religion, gender, national origin, ancestry, age, disability, veteran status, marital status, sexual orientation, citizenship, creed, sex or any other protected category or characteristic. This equal employment opportunity policy applies to all employment practices, including but not limited to recruiting, hiring, advertising, promotion, transfer, reductions in force, social and recreational programs, training, employee development, compensation and fringe benefits, discipline and termination.

Because this policy is central to the manner in which the companies operate as employers, any employee who has a question or concern regarding this policy should bring it to the attention of a member of the Equal Employment Opportunity and Anti-Harassment Committee (see below for committee members and contact information). Any person found to have violated this policy will be disciplined, up to and including termination. Any applicant or employee filing a complaint or assisting in the investigation of a complaint is protected from retaliation, coercion, intimidation, interference, and discrimination.

Policy Against Workplace Harassment

HR&A Advisors, Inc. and Ambrose are committed to maintaining a productive work environment in which all individuals are treated with mutual respect and dignity. Each employee is required to contribute to a professional atmosphere that promotes equal opportunity and nondiscriminatory practices. In keeping with this commitment, harassment or inappropriate conduct in any form will not be tolerated. Examples of such inappropriate practices include, but are not limited to:

- Sexual and/or racial harassment;
- Any other harassment, bias or prejudice on the basis of any characteristic protected by law; and
- Inappropriate conduct that disrupts or interferes with another's work performance or creates an intimidating, offensive, or hostile environment.

This policy applies to all work locations and in any work-related setting outside the workplace, such as business trips and business-related social events. Employees are required to exhibit, in their conduct and communications, sound judgment and respect for every other employee and all other persons (e.g., vendors, consultants, and clients) with whom HR&A Advisors, Inc. does business. Insulting, degrading, exploitative, or discriminatory treatment, whether verbal or physical, will not be tolerated. Similarly, inappropriate conduct directed to employees by outside vendors, consultants or clients is prohibited. An employee with any questions or concerns regarding this policy should discuss them with a member of the Equal Employment Opportunity and Anti-Harassment Committee. Each employee may be required periodically to acknowledge his or her understanding of this policy against harassment.

Sexual Harassment

HR&A Advisors, Inc. and Ambrose do not tolerate workplace sexual harassment and consider it to be a serious offense.

Sexual harassment is unwanted sexual attention of a persistent or offensive nature made by a person who knows, or reasonably should know, that such attention is unwanted. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile, or offensive work environment. While sexual harassment encompasses a wide range of conduct, some examples of prohibited conduct include:

- Promising, directly or indirectly, a reward if the employee complies with a sexually oriented request;
- Threatening, directly or indirectly, to retaliate against an employee if the employee refuses to comply with a sexually oriented request;
- Denying, directly or indirectly, an employment-related opportunity if the employee refuses to comply with a sexually oriented request;
- Engaging in sexually suggestive physical contact or touching another employee in a way that is unwelcome;
- Displaying, storing, or transmitting pornographic or sexually oriented materials using company equipment or facilities;
- Indecent exposure; or
- Making sexual or romantic advances toward an employee and persisting despite the employee's rejection of the advances.

Sexual harassment may involve individuals of the same or different gender and is prohibited whether directed toward men or women and regardless of whether the targeted individual accepts or rejects the advances or other offensive behavior. Sexual harassment can be physical and/or psychological in nature. A pattern of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassment. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on company premises and whether or not the incidents occur during working hours.

Discriminatory Conduct Prohibited

To the same degree as sexual harassment, this policy also prohibits harassment or other inappropriate conduct on the basis of race, color, religion, gender, national origin, ancestry, age, disability, veteran status, marital status, sexual orientation, citizenship, creed, sex, or any other protected category or characteristic.

Reporting Harassment, Discrimination Or Retaliation

Employees who believe they have been subjected to unlawful discrimination or harassment of any kind are required to promptly report the matter to a member of the Equal Employment

Opportunity and Anti-Harassment Committee. The members of the Equal Employment Opportunity and Anti-Harassment Committee and their contact information can be found at:

<http://www.ambrose.com/misc/eeo.html>

If an employee believes he or she has witnessed prohibited harassment or other inappropriate behavior, such employee must also notify a member of the Equal Employment Opportunity and Anti-Harassment Committee.

Any employee who becomes aware of unlawful discrimination or harassment of any kind, including sexual harassment, has an obligation to report it promptly to a member of the Equal Employment Opportunity and Anti-Harassment Committee. Likewise, if anyone in a supervisory role receives information regarding prohibited harassment or discrimination, even if the activity is in another area of the firm, he or she is obligated to report it immediately to a member of the Equal Employment Opportunity and Anti-Harassment Committee.

Investigation of Complaint

The companies are committed to promptly investigating every complaint and effectively resolving any instance of harassment or discrimination. Each person making a complaint, the alleged harasser/discriminator and all knowledgeable employees have an obligation to cooperate fully with an investigation. The investigation may include individual interviews with those involved and, when necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The complaint and investigation will be handled with sensitivity, under the direction of the Equal Employment Opportunity and Anti-Harassment Committee. Confidentiality will be maintained throughout the investigation to the extent practical and appropriate under the circumstances, considering the sensitive interests of all involved.

Protection Against Retaliation

No one who objects to prohibited harassment or conduct, makes a complaint, or assists in an investigation will be subjected to coercion, intimidation or retaliation. Retaliation is a serious violation of this policy and will be treated with the same corrective action as would the harassment or discriminatory conduct itself. Acts of retaliation must be reported immediately to the Equal Employment Opportunity and Anti-Harassment Committee and will be investigated promptly.

Responsive Action

Any person found to have committed prohibited discrimination, harassment or retaliation will be subjected to disciplinary action up to, and including, termination.

False or Malicious Accusations

False, malicious complaints of prohibited harassment - as opposed to complaints that, even if erroneous, are made in good faith - may be the subject of appropriate corrective action.

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: HR&A Advisors, Inc.
2. Address of Contractor: 99 Hudson Street, 3rd Floor
New York, NY 10013
3. Name of Predecessor Entities (if any): Hamilton, Rabinovitz, and Alschuler
4. Prior Affidavit Submission? ☒ No ☐ Yes, on: _____
(Date of prior submission)
5. ☒ Contractor was established in 2007 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

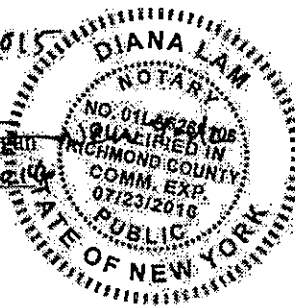
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Jamie Dang (Printed Name) Chief Administrative Officer (Title)

[Signature] (Signature) 10/20/2015 (Date)

Subscribed and sworn to before me
this 10 day of October 2015

[Signature]
Notary Public, Richmond County, Michigan
My Commission Expires: 07/23/2016



[illegible]

(EXHIBIT C - continued)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: [Signature]

Print name: Jamie Dang

Sworn and subscribed to before me

on October 19, 2015 [by Jamie Dang], the

Chief Administrative Officer of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

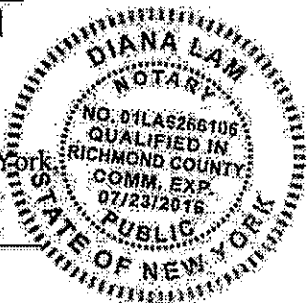
Sign: [Signature]

Print: Diana Lam

Notary Public, Richmond County, New York

Acting in New York County

My Commission Expires: 07/23/2016



SAVI Search Results**List of records matching your search for :****Search Term : "HR&A"****Record Status: Active****ENTITY**

HR&A Advisors, Inc.

Status:Active

DUNS: 800904042

+4:

CAGE Code: 4UAJ1

DoDAAC:

Expiration Date: Jan 10, 2017

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 99 Hudson Street, 3rd Floor

City: New York

State/Province: NEW YORK

ZIP Code: 10013-2815

Country: UNITED STATES

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

HR&A Advisors

CONTRACT NO.

6000104

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**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Housing and Revitalization Department ("City"), and HR&A Advisors, a New York Corporation, with its principal place of business located at 99 Hudson St 3rd Fl New York NY, 10013 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and
Accordingly, the parties agree as follows:

Article 1: Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.
"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2: Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3: Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
 - a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other

specifications and representations, including any manuals, provided by the Contractor to the City;

- b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
 - c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
 - d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
 - e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- 3.03 That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- 3.04 That any Technology that it is provided to the City shall:
- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4: Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on 06/30/2017.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5: Data To Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6: Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7: Compensation

- 7.01 Compensation for Services provided shall not exceed the amount of **Two hundred Thousand Dollars and 00/100 Dollars (\$200,000.00)**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Cicely King
Executive Manager | Housing & Revitalization
Two Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) – 628-0164

The City employee from whom payment should be requested is:

Troy Hutcherson
Manager – Accounts Payable
Two Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) – 628-2715

Article 8: Maintenance and Audit of Records

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

- b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9: Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal

injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10: Insurance

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work

or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11: Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

- a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - 3) The Contractor ceases to perform under the Contract; or
 - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - 10) The Contractor fails in any of the agreements set forth in this Contract; or
 - 11) The Contractor ceases to conduct business in the normal course; or
 - 12) The Contractor admits its inability to pay its debts generally as they become due.
- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
 - d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
 - e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.
- 11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.
- 11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:
- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
 - c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;

- d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
 - e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.
- 11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12: Assignment

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13: Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14: Conflict of Interest

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**

- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

Article 15: Confidential Information

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16: Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17: Office of Inspector General

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

Article 18: Amendments

- 18.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 19: Fair Employment Practices

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 20: Notices

- 20.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Housing and Revitalization Department on behalf of the City:

City of Detroit
Department of Housing and Revitalization Department

Detroit, MI 10013
Attention: Mr. Arthur Jemison

If to the Contractor:

99 Hudson St 3rd Fl New York NY, 10013
Attention: Ms. KCollignon@hraadvisors.com

- 20.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 20.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 21: Proprietary Rights and Indemnity

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services

provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 21.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately

compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 22: Force Majeure

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 23: Waiver

- 23.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 24: Miscellaneous

- 24.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.
- 24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

- 24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor; any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

Signature Page

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:

Housing and Revitalization Department :

By: _____

Name

Title

Contractor:

By: _____

Name

Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

6/28/16

Date

THIS CONTRACT WAS APPROVED
BY FRC ON:
(if FRC approval is not required, leave blank)

Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

DocuSigned by:

Lena Willis

7/8/2016

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Chief Procurement Officer

Date

Pamela T. Parush June 3, 2016

Corporation Counsel

Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT
OFFICER.**

CORPORATION CERTIFICATE OF AUTHORITY

I, JAMIE DANG, Corporate Secretary of
 (name of corporate secretary)

HR & A ADVISORS, INC. a NEW YORK
 (complete name of corporation) (state of incorporation)

For Profit corporation (the "Corporation"), DO HEREBY CERTIFY that the
 (non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on 06/03/2016, and that the same is now in full force and effect:
 (date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____

is Chairman

is President,

is/are Vice President(s).

is ~~Treasurer~~ Chief Operating Officer

is Secretary,

is Executive Director, and

is VICE PRESIDENT - Managing Partner

Jamie Dang

KATE COLLIGNON

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 03 day of June, 2016.

CORPORATE SEAL

(if any)


 Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

EXHIBIT A: SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on 06/15/2016 and shall terminate on 06/30/2017. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description LIVERNOIS / MCNICHOLS COMMERCIAL REDEVELOPMENT PLAN
HR&A Advisors to furnish a commercial redevelopment plan for the Livernois McNichols corridor.



SCOPE OF WORK: APPROACH

Historic Livernois/McNichols

The Livernois/McNichols area offers both challenges and opportunities: a pair of attractive university campuses with strong student bases and the healthy residential neighborhoods of Sherwood Forest and the University District to the northeast, but significant blight along the southern edge and a lack of pedestrian activity throughout the central corridors.

Once deemed the "Livernois Avenue of Fashion," the two mile stretch of Livernois between 6 and 8 Mile Roads was home to shops like B. Siegel Co., Woolworths, and Grinnell – trendsetters in the local retail industry. Livernois was also an epicenter of jazz culture: Baker's Keyboard Lounge, the oldest operating jazz club in the country, continues to anchor the Livernois corridor by 8 Mile Road. As Detroit struggled over the latter part of the century, the Livernois retail corridor suffered from high vacancy rates, crumbling facades, and a reorientation of the retail landscape to the outer suburbs.

This strong historical legacy, coupled with a foundation of stable residential neighborhoods and a student population base of 6,000, suggests that the Livernois/McNichols Corridor could be well positioned for redevelopment. The site's rich history and academic orientation could serve as the basis for additional cultural and retail-based programming. A strong local community, brought together through organizations like the Live6 Alliance, could be leveraged to support inclusive local development and beautification efforts. Given the substantial student population within a mile of the intersection at Livernois and McNichols, academic users could serve as a reliable patron base for new and rejuvenated retail.

Transforming Neighborhoods Outside of the Urban Core

In recent years, a number of struggling neighborhood retail areas outside city cores have been successfully repositioned. They have each emerged as community and economic development assets for their surrounding neighborhoods by leveraging their existing structures and historic identity.

- **Delmar Loop, St. Louis, Missouri.** The Delmar Loop, also referred to as District 1, is the anchor of The Loop Area and a vibrant center for shopping, dining, entertainment, and culture. Historically, the area got its name by serving as a turnaround for the streetcar up until the late 1960s. Due to a distressed real estate market and local economy, however, the strength of the retail in The Loop had faltered in recent decades. The opening of the local MetroLink light rail station in the mid-1990s helped to catalyze a movement for redevelopment. Local businesses collaborated to form The Loop and East Loop Special Business Districts, and in conjunction with the Washington University in Saint Louis, they commissioned and implemented a retail recruitment strategy to revitalize the area. Due in part to the strategy, the Loop has attracted and retains more than 145 specialty shops including restaurants, galleries, clothing boutiques, a boutique hotel, and an international supermarket. The American Planning Association has designated the Delmar Loop as "One of the 10 Great Streets in America."
- **Over-the-Rhine, Cincinnati, Ohio.** Formerly Cincinnati's most troubled neighborhood, Over-the-Rhine struggled with commercial disinvestment and entrenched crime. A public/private partnership including foundation and civic leaders channeled neighborhood investment into a \$48 million renovation of Washington Park, additional open space redevelopment, new parking, and the



rehabilitation of deteriorated multifamily housing. These investments along with revised design guidelines helped to inspire a neighborhood identity that celebrates the neighborhood's historic architecture. Now the center of Cincinnati's thriving arts community and a robust retail destination, Over-the-Rhine is nationally recognized for its successful turnaround.

- **Dudley Square, Boston, Massachusetts.** As the heart of Boston's Roxbury neighborhood, Dudley Square is in the process of redeveloping its previously vacant buildings. As part of the redevelopment efforts, the City of Boston constructed a new municipal building that utilizes the existing façade of an abandoned 100-year old department store. The building has become a magnet for nearby retail investment—businesses and developers are proposing new projects both in and around the square, including restaurants, retail boutiques, and a supermarket.
- **South Congress Street, Austin, Texas.** Once a mecca for artists and musicians, the South Congress corridor fell into disrepair following the construction of the I-35 interstate and the resulting decline in tourist traffic. Southwest Strategies Group's development of a multi-use complex at Penn Field, a former industrial plant, paved the way for further investment. The corridor is now a retail and entertainment destination that embraces its artistic heritage through unconventional architecture and a funky collection of restaurants and bars.

The HR&A team will work with the City of Detroit to craft a redevelopment plan for the Livernois/McNichols area that honors the corridor's important history while underpinning the community's growth for the future. Just as Dudley Square, Over-the-Rhine, and South Congress used individual developments to catalyze private investment and carve a distinctive niche within their respective cities, the Livernois/McNichols area can evolve into a unique destination with ripple effects throughout the West Side of Detroit. Furthermore, the successful rejuvenation of a relatively stable area like Livernois/McNichols could provide a roadmap for other Detroit neighborhoods looking to reverse trends of depopulation and blight while strengthening their community identity.

To capitalize on the Livernois/McNichols Corridor redevelopment opportunity, the City of Detroit will need a vision grounded in market realities. Our team will combine best-in-class economic analysis, urban design, and transportation planning to develop an achievable vision that serves the diverse interests of the local community. We will bring a business planning perspective to place making—first identifying community and economic goals, then recommending design and programming that supports those goals, and finally developing funding and management strategies tailored to capital needs and operating requirements of the proposed plan.

Advantages of the HR&A Team

The HR&A team is well positioned to help the City of Detroit achieve its goals for the Commercial Corridor Development Plan, potentially including the enhancement of Livernois and McNichols as destinations, improving connections to nearby communities, promoting redevelopment of adjacent parcels, and increasing employment opportunities and tax revenues:

The HR&A team has helped numerous public entities craft successful strategies that take advantage of development incentives to catalyze both public and private investment in underdeveloped neighborhoods.



- HR&A assisted Johns Hopkins University in revitalizing a distressed neighborhood and developing new life sciences facilities. We helped the University implement a major new mixed-use project that included a full-service corporate research campus for both early stage companies and established life science firms. HR&A identified public and private financing sources, secured institutional commitments, structured the overall transaction, and developed the suggested program mix.
- In Washington, D.C., HR&A supported the City's execution of a revitalization plan for a ten-mile-stretch of the Anacostia River. HR&A guided the redevelopment of the 55-acre Southeast Federal Center, assessed the feasibility of numerous locations for a new major league baseball stadium, and provided recommendations for an innovative public finance strategy to support both a new home for the Washington Nationals and affordable housing. The project has catalyzed billions of dollars in private investment to date.

We know how to leverage institutional anchors to create a vibrant retail destination.

- In the town of Mansfield, Connecticut, we provided development advisory services regarding the proposed Storrs Center development, a mixed-use project adjacent to the University of Connecticut. Our ongoing services have helped establish a public-private partnership, a financing strategy, and community support for the project. The first two phases of Storrs Center will include 322 residential units and 70,000 square feet of ground-floor retail space.
- In support of the Massachusetts Convention Center Authority (MCCA), we developed a program for new retail and open space for D Street, an underutilized corridor that connects the rapidly growing Innovation District to the more established neighborhoods of South Boston. HR&A led the retail visioning portion of a charrette to gather input from local stakeholders on the future character of D Street. We created a tenancing strategy designed to meet the vision articulated by the community, researched potential tenants and programming opportunities, and conducted outreach to selected tenant prospects. We then recommended next steps for the MCCA to recruit tenants, with the ultimate goal of creating a retail, restaurant, and entertainment mix that activates the D Street corridor and appeals to the area's diverse customer base.

Our planning and urban design partners have a deep understanding of Detroit's development challenges and opportunities.

- Hamilton Anderson Associates (HAA) has been involved in planning efforts throughout Midtown and Downtown Detroit. Both HR&A and HAA were involved in Detroit Future City, the citywide planning process to achieve a shared vision for the future of Detroit, as well as the Historic Ft. Wayne Master Plan. HAA's other Detroit work ranges from the adaptive reuse of the Chrysler House, to the Crystal Lofts mixed-use retrofit, to a Master plan for both historic Belle Isle and The Henry Ford campus.

Our transportation planning partners understand how balanced parking supports the needs of a walkable, vibrant retail district.

- Sam Schwartz Engineering (Sam Schwartz) is a multi-modal transportation planning and engineering firm that has worked in Grand Rapids and other communities across the United States. They help their partners understand the impact of parking on downtown development, and will recommend a set of solutions that provides choice for all users of the area, including visitors, employees, and residents.



With a deep understanding of the challenges and opportunities associated with redevelopment in Detroit, as well as decades of experience supporting successful revitalization efforts across the country, the HR&A team is uniquely suited to assist the City of Detroit in crafting a feasible redevelopment vision for the Livernois/McNichols corridors. We believe that a revitalization of the corridor should embrace the neighborhood's heritage while remaining sensitive to the needs of the local community. The result will be a sustaining neighborhood anchor that is also a citywide destination.



SCOPE OF WORK: SERVICES

The HR&A team proposes the following scope of services based on the guidance provided by the City of Detroit and our experience creating plans of a similar nature. Tasks correspond to the Detailed Scope of Work and Deliverables listed in the RFP.

Task A | Market Analysis and Economic Strategy

Task A1 | Commercial Corridor Plan Kickoff

The HR&A team will meet with the City of Detroit to refine roles, key contacts, goals, major milestones, and a project management structure. The kickoff agenda will include defining the project advisory group and proposing a timeline for stakeholder and community meetings. We will introduce our project manager who will serve as point of contact for the City, and we will review our proposed project schedule.

Upon receipt of the data specified in our request, the HR&A team will analyze existing corridor information, past studies, and plans from the Detroit Land Bank, Planning and Development Department, Detroit Economic Growth Council, and other sources.

Task A1 Deliverable - Meeting Summary

The team will provide minutes from the kickoff meeting as well as proposed next steps. We will include a project timeline and project schedule, including dates for key stakeholder and community meetings. HR&A will also submit a data request to obtain information about the corridor.

Task A2 | Market Demand Analysis

HR&A will conduct an independent assessment of neighborhood, citywide, and regional real estate market conditions for retail and residential uses. We will assess demographic trends to quantify current demand and gaps in the local and regional market and understand the existing conditions and pipeline for retail and residential. Based on these analyses, HR&A will project demand and needs for retail and multifamily residential uses within the target area ("Target Area"), defined in the RFP as the district bounded by Wyoming Avenue to the west, 8 Mile Rd. to the north, Woodward Avenue and the City of Highland Park to the east, and the John C. Lodge Freeway (M-10) to the south, and establish an estimated annual absorption for each use.

HR&A will begin the market demand analysis by understanding the demographic context and demand potential of the Target Area and broader city of Detroit. We will analyze data from the United States Census Bureau, the Bureau of Labor Statistics, and State demographic reports to project trends in population and employment affecting the Target Area. HR&A will define a primary catchment area and secondary catchment area to assess critical demographic trends and evaluate the pool of households who would shop or live within the Target Area.

HR&A will also evaluate supply by assessing existing conditions and pipeline development for retail and multifamily housing within the Target Area and the City of Detroit. We will base our supply analysis on third party data sources, interviews with local real estate experts and a review of recent regional comparable projects. The evaluation will consider existing conditions and new development that impacts the Target Area, including:

- ☐ **Retail Landscape:** Existing locations, services, size, rents, vacancy, parking, whether the retail is geared towards neighborhood use or is a destination attraction, and a retail gap analysis,



including evaluation of existing retail leakage and demand. The team will also study building heights and density to understand physical characteristics or retail uses at the neighborhood, street, block, and building levels.

- **Mixed-Income Housing Landscape:** Existing developments, density, rents, vacancy, absorption, amenities, parking, and the future supply pipeline. As in the retail analysis, the team will document physical opportunities and constraints based on current locations and typologies.

Task A3 | Planning Coordination

HR&A and HAA will participate in at least one workshop with other consultant teams and/or City stakeholders to share preliminary market analysis findings and incorporate outputs from the anticipated Inclusionary Housing Plan and Market Study and from the Public Realm/Landscape Design Plan. We will discuss market considerations for identifying critical locations, or “nodes,” for retail investment along the Livernois/McNichols Corridor.

Task A4 | Summary Demand Analysis

HR&A will interpret demand and supply analyses to project annual absorption for retail and residential by typology and size, including the square footage demand for each development type. We will highlight the target mix of retail uses based on market trends, and we will identify opportunities for new development and increased density of housing in the Target Area. The demand projections will include identification of target areas and phasing recommendations for mixed-use, mixed-income multifamily housing and retail. We will discuss potential branding strategies that may attract new, mixed-use development to the Livernois/McNichols Corridor. The market analysis recommendations will incorporate feedback from the coordination meeting(s) with other consultant team and City representatives.

Tasks A2 – A4 Deliverable – Market Analysis Report

We will summarize our assessment of existing conditions, market demand, and target nodes for investment in a briefing book for project and community stakeholders. The briefing book will contain a high-level executive summary, key findings, and appendices that detail the analyses with accompanying graphs, maps, and images. For retail use, we will include a plan that locates existing retail, provides market scan analytics and summarizes the existing retail landscape. We will also include an analysis that quantifies demand for both housing and retail by typology, service and size.

Task B | Urban Design Vision

Task B1-2 | Preliminary Overall Development Plan for Corridor

HAA will evaluate conditions in the Target Area, including opportunities, constraints, and physical characteristics at the neighborhood, street, block, and building levels. HAA will then produce context maps, charts, and graphs to highlight issues most relevant to the area’s successful development, including:

- **Built features:** Attributes and drawbacks of features such as existing land uses, existing structures, streets, infrastructure, circulation (pedestrian, parking, vehicular, emergency access, on-site and off-site), connections to adjacent amenities and other parts of the community.
- **Natural features:** Attributes and drawbacks of landscape characteristics such as key views in and out of site and between adjacent uses.

Based on findings of the existing conditions analysis, HAA will document opportunities, constraints, and physical characteristics at the neighborhood, street, block, and building levels. We will research best



practices as they relate to the area's development or retail and housing for similar project scope and scale to inform the design and corridor plan.

Preliminary design will respond to existing corridor conditions and market recommendations from Task A to formulate creative strategies for redevelopment of the Target Area. HAA will develop a framework to prioritize strategies for an overall Development Plan and corresponding Phasing/Implementation Plan. Metrics and considerations of the framework may include:

- ☐ Economic impact of proposed program and phasing,
- ☐ Quality of life improvements,
- ☐ Relative costs,
- ☐ Development impacts,
- ☐ User impacts,
- ☐ Funding support,
- ☐ Visibility/aesthetics,
- ☐ Land ownership considerations,
- ☐ Environmental impacts, and
- ☐ Political feasibility.

In conjunction with City stakeholders, HAA will narrow strategies and phasing to select the optimal Overall Development Plan. The plan will include, but will not be limited to the following activities:

- ☐ A comprehensive understanding of the area's development opportunities and recommendations at the parcel level. Vacant and underutilized land and buildings, historic structures, and recent development will influence future decision-making regarding appropriate uses for the properties, including multi-family residential, retail and associated parking.
- ☐ Preliminary concepts describing future development opportunities in terms of massing, density, form, connectivity and integration into the existing urban fabric at the corridor level.
- ☐ Development of precedent images and initial considerations for materials to convey concepts.

Task B1-2 Deliverable – Preliminary Overall Development Vision

HAA will develop schematic level ideas, including plans, sketches, related themes and precedent images that are consistent with Task A market analysis recommendations in order to communicate a redevelopment vision to City and Public Realm consultant stakeholders. The Plan will articulate an overarching urban design vision, clearly identify development sites targeted for rehabilitation or new construction, and suggest standards for building height, density, and architectural design.

Task B3 | Coordination the with Public Realm/Landscape Design Consultant and City Stakeholders
The team will meet with Public Realm/Landscape Design consultant and key members of the client group to discuss, review, and refine the Overall Development Plan. We will work with the consultant and the City to understand primary feasibility considerations. The team will also identify opportunities for



coordination on implementation with the Public Realm/Landscape design improvements. HAA will revise the Overall Development Plan based on feedback from meeting.

Task B4-6,10 | Land Use Plan

The team will develop a Land Use Plan to shape redevelopment of the Livernois/McNichols corridor area. This comprehensive set of recommendations will provide guidelines for redevelopment based on the Overall Development Plan with a focus on specific critical locations for mixed-use investment. The plan will distinguish functions, relationships and recommendations for land uses, future improvements, development areas and rehabilitation areas. It will provide guidance in the following categories:

- ☐ **Zoning and Design:** Outputs will include recommendations on proposed zoning, architectural guidelines, density and building typology.
- ☐ **Critical Locations:** Critical areas for retail investment will be identified in conjunction with stakeholders based on market demand and parking, based on finding from Sam Schwartz in Task C1. HAA will create test fits in three critical areas that show building height, FAR, and architectural design.
- ☐ **Circulation:** HAA will work with the Public Realm/Landscape Consultant to incorporate circulation improvements, both vehicular and pedestrian, to ensure connections to existing and future amenities.
- ☐ **Site Features:** Additionally, HAA will coordinate with the Public Realm/Landscape consultant to incorporate site features, elements, lighting, and signage into the Land Use Plan.
- ☐ **Open Space:** Working with the Public Realm/Landscape consultant, HAA will integrate open space improvements into the urban design vision that encourages state-of-the-art systems for storm water, urban ecology and natural resource management, promotes existing and future greenway connections and linkages, and incorporates universal design, energy-efficiency and sustainable construction practices and low-impact development.

Task B4-6,10 Deliverable – Land Use Plan and Renderings

The team will summarize output of the land use plan in a briefing book format presentation. We will package the final Overall Development Plan with related land use recommendations and urban design guidance. Additionally, HAA will create three photo-realistic renderings that illustrate urban design concepts, including heights, architectural standards, and density at critical locations for retail investment. Renderings will show how proposed urban design standards would influence new development along the corridor.

Task B7-9 | Zoning and Policy Recommendations

HAA will review the compatibility of the land use plan concepts as they relate to the Zoning Ordinance and Master Plan. Where there are conflicts, HAA will recommend policy changes necessary to facilitate the proposed work, including zoning changes to address non-conforming uses, parking requirements, and special zoning districts to encourage mixed-use, multi-family development in the Target Area.

Task B7-9 Deliverable – Policy Recommendations

The team will develop a narrative to recommend changes to policy and zoning in order to accommodate new mixed-use development in the Target Area. Recommendations may include zoning amendments, text changes, and creation of new zoning districts. We will propose timing for each recommendation.



Task C | Parking Strategy

Task C1 | Parking Location Analysis

Concurrently with the Task A2 Market Demand Analysis, Sam Schwartz will conduct a review of the on- and off-street parking facilities. We will first identify where public and private parking supply is located and an inventory of the number of spaces in each block, lot or garage. A series of base maps showing current parking supply and potential parking opportunities will be developed for the Target Area.

Task C1 Deliverable – Map of Parking Locations

The team will produce maps and identifying current parking locations and potential opportunity areas to increase the number of available spaces within the Target Area.

Task C2-4 | District-Wide Parking Strategy

In conjunction with formation of the Preliminary Overall Development Plan in Task B1-2, Sam Schwartz will conduct a needs assessment for the study area through an estimation of future parking demand associated with the proposed program. We will determine parking demand based on zoning the future program development – both in the short-term and in the longer-term – of mixed-use multi-family housing and retail. Sam Schwartz will identify and evaluate site locations appropriate for new surface or structured parking facilities as well as shared parking opportunities.

Based on the needs analysis, Sam Schwartz will recommend short- and long-term strategies to support the economic vitality and redevelopment of the corridor. Strategies under consideration will include:

- ☐ Operational and management strategies,
- ☐ Review of enforcement techniques,
- ☐ Rebalancing parking allocation between customer/visitors, employees, and residents, and
- ☐ Parking requirements and zoning changes.

Task C5 | Parking Funding Strategy

The team will build on recommendations of the parking needs assessment to recommend a set of potential funding approaches, including tax increment financing, private public partnerships, and other financial levers, to support development of the parking required for HAA's Overall Development Plan.

Task C1-5 Deliverable – Parking Strategy Narrative

We will prepare a narrative set of recommendations for short- and long-term parking strategies and financing approaches that will facilitate new parking requirements. The narrative will include maps of existing and proposed parking locations, diagrams, charts, and tables to complement the recommendations.

Task D | Financing and Implementation

Task D2-4 | Feasibility Analysis

The team will prepare a financial analysis for prospective retail and mixed-income housing development within up to three critical areas modeled by HAA as part of Task B4-6. We will incorporate considerations based on the key typologies identified during the Urban Design Visioning. The analysis will:

- ☐ **Determine Assumptions:** HR&A will leverage the survey of recent and proposed development in the area completed as part of Task A4 to confirm key assumptions that inform overall project



feasibility, including land value, construction costs, and revenue. We will supplement this data, if necessary, with interviews with real estate industry experts, including regional real estate developers, brokers, and builders with local knowledge of the Detroit market.

- ☐ **Assess Feasibility:** Based on existing and future market rents and sales prices for housing and commercial markets, HR&A will understand the potential return to a developer for each typology.
- ☐ **Quantify Gaps:** HR&A will compare calculated returns to typical developer returns in the Detroit market to identify gaps in capital and revenue. To the extent that gaps exist, HR&A will analyze the impact of applicable development incentives to understand the degree to which incentives improve feasibility.

Task D1.5-13 | Strategies and Mechanisms Analysis

HR&A will identify and summarize economic development incentives and financing sources available to support the revitalization of critical locations within the Livernois/McNichols area. We will indicate opportunities to leverage Motor City Match programs, City funding, State programs, and Federal funding tools that incentivize new development. HR&A will also present case studies to illustrate successful frameworks for branding, management, and ongoing funding mechanisms to sustain mixed-use redevelopment districts.

The team will prepare a set of recommended financing strategies and mechanisms to improve feasibility and attract private development to the Target Area. We will explore a diverse set of potential options and recommend the most appropriate approaches. These may include including:

- ☐ **Financing Strategies:** We will evaluate the suitability and qualify the impact of strategies such as:
 - ☐ Tax increment financing districts
 - ☐ Public private partnership opportunities
 - ☐ Existing infrastructure programs
 - ☐ Opportunities to leverage state and federal funding
- ☐ **Tax Abatement Districts:** We will recommend tax abatement districts or policies to support gaps in current conditions and scale the amount of time needed for each.
- ☐ **District Branding and Management Capacity:** We will evaluate authorities and local business improvement districts that exist or should be created to support redevelopment and district promotion.
- ☐ **Retail Façade Improvement:** We will identify a strategy and financing approach to support Motor City Match programs.
- ☐ **Public Infrastructure Improvements:** We will suggest public infrastructure improvements that could boost value of uses based on recommend phasing of critical nodes, including parks and transit.
- ☐ **Technical Assistance:** We will assess implementation capacity of neighborhood stakeholders and local development entities to understand if technical assistance would impact the development process.



Task D1-D13 Deliverable – Financing and Implementation Report

HR&A will produce a report of findings from the feasibility analysis, financing strategy, and implementation recommendations. The narrative will include an executive summary of recommendations, cost and revenue assumptions, and a summary of feasibility outputs. The report will also recommend incentives and financial mechanisms to improve feasibility given the development and phasing plan.

Task E | Community and Stakeholder Engagement

Task E1,3,5 | Stakeholder Engagement Meetings

The team will work closely with the City of Detroit and key community stakeholders to facilitate effective coordination and receive feedback at critical checkpoints of the study. We propose to establish a Livernois/McNichols commercial corridor redevelopment advisory group to represent City and neighborhood interests throughout the process. The advisory group would be composed of approximately 15 public officials and representatives from community organizations such as University Commons, the Live6 Alliance, and local university partners.

The team will present the findings of our analyses following completion of critical phases of the study:

- ☐ Task A – present market analysis findings.
- ☐ Task B – review proposed urban design plan.
- ☐ Task D – discuss final project vision and implementation strategy.

The stakeholder advisory group will ensure that the project design and analysis are responsive to the varying needs of the community. We will prepare the agenda and presentations for each stakeholder meeting. The team will document feedback to incorporate into the planning process and final deliverable.

Task E2 | Community Meetings

The study will also incorporate community feedback through the team's participation in two public hearings, meetings, or charrettes. The team will work with the City of Detroit to determine the most appropriate opportunities to share study information with the public and receive meaningful feedback from area residents. We will be present at meetings to share study findings and document meeting summaries.

Task E4 | Implementation Meetings

The team will be available to participate in up to three one-on-one meetings with philanthropic and non-profit partners, private sector representatives, and public funding partners to discuss strategies for financing and implementation of the proposed corridor redevelopment strategy.

Task E1-E5 Deliverables – Presentations and Meeting Documentation

For each Stakeholder meeting, the team will provide a presentation and meeting summary notes. Applicable members of the team will also be available to attend and contribute to Community and Implementation meetings.

Task F | Final Report

The team will synthesize study findings, including the market analysis, urban design, parking, and financing/implementation strategy outputs, into a consolidated briefing book report. We will prepare the



briefing book in two formats – one suitable for executive review and one in greater detail and encompassing final versions of previous deliverables as well as other appropriate appendices.

Task F Deliverable – Final Report

The team will prepare a summary briefing book for community stakeholders and fundraising purposes as well as a longer, detailed version that includes detailed findings from our market analysis, urban design proposal, parking considerations, and implementation strategy.



SCOPE OF WORK: SCHEDULE

The HR&A team proposes to complete this scope of services in eight months, subject to discussion with the City of Detroit. We would submit a detailed project schedule, including timing of sub-tasks, deliverables, and meetings, for approval at the Commercial Corridor Plan Kickoff.

Task	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
A. Market Analysis and Economic Strategy								
B. Urban Design Vision								
C. Parking Strategy								
D. Financing and Implementation								
E. Community and Stakeholder Engagement								
F. Final Deliverable								

EXHIBIT B: FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Two Hundred Thousand Dollars and 00/100 Dollars (\$ 200,000.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

The following chart outlines the costs for this project:

III. Project Billing



PRICING PROPOSAL

The HR&A team would undertake this assignment for a cost not-to-exceed \$200,000 for a maximum contract length of one year. We anticipate this will consist of \$190,600 for labor and \$9,400 for expenses. We will submit invoices monthly for time and expenses at-cost. The table below provides a breakdown of the budget by firm. Subsequent tables provide a breakdown of each firm's budget by staff according to each staff person's hourly rate.

BUDGET SUMMARY				
TASK	HR&A Advisors Fees	Hamilton Anderson Fees	Sam Schwarz Fees	TOTAL
A. Market Analysis and Economic Strategy	\$51,000	\$1,000	\$0	\$52,000
B. Urban Design Vision	\$6,200	\$34,500	\$0	\$40,700
C. Parking Strategy	\$13,700	\$900	\$6,600	\$21,200
D. Financing and Implementation	\$27,500	\$600	\$0	\$28,100
E. Community and Stakeholder Engagement	\$20,100	\$9,300	\$0	\$29,400
F. Final Deliverable	\$15,600	\$3,600	\$0	\$19,200
FEE TOTAL	\$134,100	\$49,900	\$6,600	\$190,600
EXPENSE TOTAL	\$7,900	\$1,100	\$400	\$9,400
BUDGET TOTAL	\$142,000	\$51,000	\$7,000	\$200,000



LABOR FEE BY FIRM

HR&A Labor				
Staffperson	Title	Hourly Rate	Total Hours	Total Cost
Kate Collignon, Kate Coburn	Partner	\$405	60	\$24,300
Alex Stokes, Connie Chung	Director	\$310	81	\$25,100
Theresa Cassano	Sr. Analyst	\$225	148	\$33,300
Nicholas Allen	Analyst	\$175	294	\$51,400
Total			583	\$134,100

HAA Labor				
Staff Person	Title	Hourly Rate	Total Hours	Total Cost
Amy Chesterton	Project Dir.	\$130	59	\$7,700
Angela Hicks	Project Man.	\$120	155	\$18,600
Mark Farlow	Architect	\$110	215	\$23,600
Total			429	\$49,900

Sam Schwartz Labor				
Staff Person	Title	Hourly Rate	Total Hours	Total Cost
Mark De la Vergne	Principal	\$175	5	\$900
Kelly Conolly	Project Man.	\$106	24	\$2,600
TBD	Civil Design.	\$75	42	\$3,100
Total			70	\$6,600

EXPENSES BY FIRM

Expenses by Firm			
Category	HR&A Advisors	Hamilton Anderson	Sam Schwartz
Travel	\$6,900	\$200	\$300
Data	\$1,000	\$0	\$0
Printing	\$0	\$900	\$100
Total	\$7,900	\$1,100	\$400